

**EXHIBIT 10**

Proposed Tariff

**ABS-CBN Telecom North America, Incorporated**

**INTEREXCHANGE RESALE SERVICES  
TELECOMMUNICATIONS SERVICES**

This tariff applies to the Interexchange Resale Telecommunications Services Telecommunications Services furnished by ABS-CBN Telecom North America, Incorporated within the State of Illinois. This tariff is on file with the Illinois Commerce Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

This tariff is filed in accordance with the Illinois Public Utilities Act of 1985 Illinois Rev. Stat. Chapter 111 2/3 Paragraph 13-502(b).

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
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\* - indicates those pages includes with this filing

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Illinois by ABS-CBN Telecom North America, Incorporated subject to the jurisdiction of the Illinois Commerce Commission.

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C)** - To signify a changed listing, rule or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including a listing, rate, rule or condition.
- (I)** - To signify an increase in rates or charges.
- (L)** - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N)** - To signify new material, including a listing, rate, rule or condition.
- (R)** - To signify a reduction in rates or charges.
- (T)** - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X)** - To signify a correction or reissued matter.

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ICC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheet** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changes to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**ABS-CBN** - Refers to ABS-CBN Telecom North America, Incorporated.

**Access** - Access to ABS-CBN's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call, the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

**Calling Card Call** - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**ICC** -refers to the Illinois Commerce Commission

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Illinois.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**Measured Charge** - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Illinois, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** ABS-CBN reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by ABS-CBN and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company**

- 2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3** ABS-CBN shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over ABS-CBN or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.4** ABS-CBN is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.4.2 above.
- 2.4.5** ABS-CBN shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

**2.6 Advance Payments**

The Company does not normally require advance payments. However the company reserves the right to an advance payment from customers whose credit history is unacceptable or unknown to the Company. Advance payments, if collected, will be collected and maintained in accordance with Commission rules.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 3 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment for Service**

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid..

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment for Service, (Cont'd.)**

**2.8.1 Billing and Credit Regulations, (cont'd.)**

- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, *the account will be considered delinquent.*
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of *any sum or sums due the Company.*
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment for Service, (Cont'd.)**

**2.8.1 Billing and Credit Regulations, (cont'd.)**

- (H) ABS-CBN will not bill for unanswered calls in areas where Equal Access is available, nor will ABS-CBN knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, ABS-CBN will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Billing Entity Conditions**

When billing functions on behalf of ABS-CBN are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact ABS-CBN directly. If there is still a disagreement about the disputed amount after investigation and review by ABS-CBN or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

**2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Illinois Corporation Commission.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to ABS-CBN operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13 above, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Reservation of Toll Free Numbers**

ABS-CBN will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.20 Responsibilities of the Subscriber**

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by ABS-CBN on the Subscriber's behalf.
- 2.20.3** If required for the provision of ABS-CBN's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to ABS-CBN.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and ABS-CBN when required for ABS-CBN personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of ABS-CBN's Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with ABS-CBN's facilities or services, that the signals emitted into ABS-CBN's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.20 Responsibilities of the Subscriber, (Cont'd.)**

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to ABS-CBN's equipment, personnel, or the quality of Service to other Subscribers or Customers, ABS-CBN may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, ABS-CBN may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay ABS-CBN for replacement or repair of damage to the equipment or facilities of ABS-CBN caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of ABS-CBN's equipment installed at Subscriber's premises.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.21 Responsibilities of Authorized Users**

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing ABS-CBN with a valid method of billing for each call. ABS-CBN reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or ABS-CBN may refuse to place the call.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Usage Based Services/Timing of Calls**

The Company's charges are based on the usage of Company's services, plus any special features and/or service options, if any. Charges begin when the calling and called stations are connected. Charges cease when either the terminating or originating point goes on hook.

**3.2 Distance Sensitivity**

The Company's charges are distance insensitive.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.3 Basic Long Distance Services**

Carrier's Basic Long Distance Services are switched equal access outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Illinois, the rates of which are flat rate based on usage and switched equal access inbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX). Rates and charges for Carrier's Basic Long Distance Services are set forth in Section 4.

**3.4 Operator Service**

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5     Emergency Calls**

911 and similar emergency calls are routed by the Company's underlying carrier. No billing applies to emergency calls.

**3.6     Location of Service**

*The Company's service is available statewide and is not intended to be limited geographically.*

**3.7     Directory Assistance**

The Company offers standard directory assistance.

**3.8     Calculation of Mileage**

Company's current services are not distance sensitive. Charges tariffed on a distance sensitive basis will be based on the airline distance between rate centers located within Illinois. The distance between rate centers is determined by applying the vertical and horizontal coordinates associated with the rate centers involved as set forth in AT&T's Tariff F.C.C. No. 10.

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**SECTION 4 - RATES****4.1 Description of Rates**

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

**4.2 ABS-CBN Long Distance Direct**

ABS-CBN Long Distance Direct offers 1+ calling. LDD features rates that are time-of-day and distance insensitive and are available to all areas with equal access. Billing is in full minute increments rounded to the next full minute increment.

No minimum monthly charges apply – billing is based entirely upon usage.

For the first and each additional minute or fraction thereof, the following rates apply:

All Time Periods:                      \$ 0.10\*

\* First 20 minutes calling each monthly billing cycle is free – amount is credited to account.

**4.3 Calling Card Service**

Company's Basic Plan Calling Card Service is billed in one-minute increments with a minimum billing increment of one minute at the following flat rate:

\$0.10/minute or fraction thereof.

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**SECTION 4 - RATES (Cont'd)**

**4.4 Miscellaneous Charges**

**4.4.1 Returned check charge**

Carrier charges a fee of \$20.00 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

**4.4.2 Promotions**

Carrier promotions when offered must be approved by the Illinois Commerce Commission. Such promotions will specify any changes reduced or waived; customers who are eligible for the promotion; the conditions of eligibility; and the starting and ending dates of the promotional offer. Customer's promotional rates are limited to 90 days in any 12 month period.

**4.4.3 Directory Assistance Charge**

\$0.95/Call

**4.4.4 Late Payment Charge**

A late payment of 1.5% per month will be charged on any past due balance.

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**SECTION 4 – RATES (Cont'd)****4.5 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**4.5.1 Public Telephone Surcharge**

Rate per Call	\$0.30
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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized *requirements of the Customer not contemplated in this tariff*. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Illinois Commerce Commission.

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